



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)**

IFB NO.: B3E07055
TITLE: Janitorial Services – 115 Constitution Dr.
ISSUE DATE: 09/08/06

REQ NO.: NR 300 22007000003
BUYER: John Hall
PHONE NO.: (573) 522-1620
E-MAIL: john.hall@oa.mo.gov

RETURN BID NO LATER THAN: 10/06/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN BID TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: November 1, 2006 through October 31, 2007

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**Division of Facilities Management, Design, and Construction
301 W. High St., Rm. 730
Jefferson City, MO 65101**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 02/10/06). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)		
___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of janitorial services in the building located at 115 Constitution Dr., Jefferson City, MO as set forth herein.

1.1.2 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page
- 5) Exhibits A & B
- 6) Attachments 1 & 2

1.2 Background Information:

1.2.1 The tenants of the building located at 115 Constitution Dr., Jefferson City, MO consist of offices and employees of the Department of Agriculture.

1.2.2 The building is approximately 12,352 total square feet of cleanable square footage and contains approximately 2,246 square feet of carpet and 10,106 square feet of hard surface floors.

1.2.3 The Division of Facilities Management, Design, and Construction has previously contracted for these services through C303264001 which expires October 31, 2006. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all bid and evaluation documentation leading to the award of that expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3E03264 or the contract number C303264001 when searching for these documents.

1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

1.3 Tour of Building:

1.3.1 A tour of the building will be held on September 28, 2006, beginning promptly at 1:30 p.m. The purpose of the tour is to allow potential bidders an opportunity to inspect the building prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential bidders attending the tour will be maintained for verification purposes.

1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the building and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.

1.3.3 Bidders are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

1.3.4 All questions regarding the Invitation for Bid and/or the competitive procurement process **must** be directed to John Hall of the Division of Purchasing and Materials Management at (573) 522-1620.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the building located at 115 Constitution Dr., Jefferson City, MO for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the “*state agency*”), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building, the building’s contents, and the building tenants.
- 2.1.3 The contractor shall provide services for all areas of occupied building, unless otherwise specified by the state agency. However, the state agency reserves the right to add or delete areas of the building for which the contractor shall provide services.
- a. Any changed, added, or deleted areas of the building for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Purchasing and Materials Management.
 - b. The contractor shall not be responsible for the following:
 - 1) Cleaning of laboratory cabinet countertops or any items on the countertops;
 - 2) Cleaning inside laboratory equipment, chemical cabinets, and their contents;
 - 3) Cleaning inside wall cabinets and their contents; and
 - 4) Cleaning of wall mounted shelves.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

2.2 Equipment and Supply Requirements:

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- 2.2.2 The contractor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, rugs/mats, sand for ash trays, and all cleaning supplies and materials necessary to perform the services required by the contract.
- a. The contractor must provide toilet tissue, liquid hand soap, and paper towels which meet the following minimum specifications and are approved by the state agency.
 - 1) Toilet tissue shall be Fort Howard # 198 or equal, must be Grade AA, white, bleached, 2-ply, or equal, and must fit the tissue dispensers installed in the building.
 - 2) Liquid hand soap must be a good grade containing antiseptic.
 - 3) Paper towels must be folded to fit dispensers now installed in the building and must be Scott #150 or equal.
 - b. The contractor shall provide and maintain rugs/mats in good repair. The contractor shall replace such rugs/mats as deemed necessary by the state agency or the state agency.
- 2.2.3 The contractor shall be assigned a closet(s) in the building (hereinafter referred to as the “*janitorial closet*”) for storage of all janitorial equipment, materials, and supplies necessary for the building.

- 2.2.4 The contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.
- 2.2.5 Prior to the contractor's use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building. The Material Safety Data Sheets shall become the property of the State of Missouri.
- 2.3 Specific Service Requirements:** The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc.
- 2.3.1 **DAILY REQUIREMENTS:** The contractor shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 5:00 p.m. and 10:00 p.m.
- a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats. Entrance carpet must be vacuumed using a beater bar vacuum.
 - b. Clean all kitchens and break rooms, wash and disinfect all hard surfaces.
 - c. Thoroughly sweep all hard surface floors using treated brooms or dust mops.
 - d. Replace rugs/mats when necessary.
 - e. Using a damp treated cloth, wipe all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, etc. Clean and disinfect all telephones.
 - f. Wet mop all hard surface floors to give a clean and satisfactory appearance.
 - g. Remove cobwebs from all ceilings, doors, and corners within the building, as needed.
 - h. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed.
 - i. Clean and disinfect drinking fountains.
 - j. Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
 - k. Empty all wastebaskets, and trash and disposal containers. Place trash and recyclable paper in appropriate containers. Wash wastebaskets and replace plastic liners, as needed.
 - l. Spot clean all carpet as spots appear.
 - m. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
 - n. Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to the building.
 - o. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
 - p. Brush and spot clean fabric furniture, as needed.
 - q. Clean janitorial closets after completion of the daily tasks and before exiting the building.

- r. Wash all tables, as needed. Wipe all plastic chairs, as needed.
- s. Spot clean all doors and frames.
- t. Any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.

2.3.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following tasks at least one (1) time per week. The contractor shall perform the listed tasks between the hours of 5:00 p.m. and 10:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency.

- a. Deep clean all entrance and exit area floors. Any carpet in these areas must be cleaned via wet extraction method.
- b. Clean carpet in all elevators via wet extraction method.
- c. Clean all emergency wash stations
- d. Clean all sink faucets in labs.
- e. Spray buff all hard surface floors.

2.3.3 **MONTHLY REQUIREMENTS:** One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 5:00 p.m. and 10:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency.

- a. Clean/dust all venetian/mini-blinds.
- b. Clean all baseboards.
- c. Dust all vertical surfaces of office furniture and equipment. Clean the fronts and sides of all vending machines.
- d. Deep scrub/clean all hard surface floors
- e. Thoroughly wash, clean, and disinfect all wastebaskets.
- f. Vacuum all cloth partitions. Clean bases and dust tops.
- g. Clean/vacuum all vents.
- h. Clean carpets in hallways and break room areas via wet extraction method.

2.3.4 **QUARTERLY REQUIREMENTS:** The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks between the hours of 5:00 p.m. and 10:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply one (1) coat of skid-proof wax floor finish.
- b. Clean both sides of all interior windows.

2.3.5 **SEMI-ANNUAL REQUIREMENTS:** The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. In addition, the first performance of each task must be within the first sixty (60) days of the effective date of the contract. (Depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing some of the following tasks for the first six months of the original contract period only.) The contractor must perform the listed tasks between the hours of 5:00 p.m. and 10:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency.

- a. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
- b. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the state agency.
- c. Clean all heating and air conditioning registers.
- d. Thoroughly wash both sides of all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- e. Dust all pipes and ductwork.

2.4 **Restroom Requirements:** The contractor shall clean and disinfect all restrooms located in the building in accordance with the following. For purposes of restroom requirements, “*clean*” shall be defined as disinfecting, polishing, and removing all water spots. Disinfect shall be defined as using “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

2.4.1 **DAILY REQUIREMENTS:** The contractor shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 5:00 p.m. and 10:00 p.m.

- a. Clean all surfaces for all restrooms located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- i. Remove spots, stains, scuff marks, and finger and hand prints.
- j. Report all damage.
- k. Inspection by supervisor.

2.4.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following weekly tasks one (1) time per week. The contractor shall perform the listed tasks between the hours of 5:00 p.m. and 10:00 p.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency.

- a. Clean air diffusers in all restrooms.
- b. Pour five (5) gallons of water down each floor drain.
- c. Spot clean exposed pipes.

2.4.3 **MONTHLY REQUIREMENTS:** One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 5:00 p.m. and 10:00 a.m., on any day, Monday through Friday, excluding state holidays, unless other days or times are approved by the state agency.

- a. Clean and disinfect all walls.
- b. Machine scrub all restroom floors.

2.5 Personnel Requirements:

2.5.1 The contractor shall only utilize personnel in the performance of the services who are authorized to work in the United States in accordance with applicable federal and state laws and regulations.

2.5.2 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site and shall provide a minimum of ten (10) hours of services at times prescribed by the state agency. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the building located at 115 Constitution Dr. At a minimum, the contractor's Working Supervisor shall:

- a. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- b. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- c. Train and assign duties for the contractor's personnel as necessary.
- d. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the general public.
- e. Ensure that the reports are submitted as required and as needed.
- f. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.
- g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
- h. Meet with the building tenants, according to a schedule approved by the state agency and the building tenants, to discuss janitorial issues.

2.5.3 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's

assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

- 2.5.4 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.5.5 The contractor, or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency regarding the janitorial services.
- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency with the name, address, and telephone number for the contractor contact person.
- 2.5.6 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- 2.5.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.8 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site and is wearing an article of clothing identifying the contractor and have a visible picture ID tag at all times.
- 2.5.9 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.
- 2.5.10 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building, including in the interior loading dock area.
- 2.5.11 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building.

2.6 Security Requirements:

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building locked while the contractor or the contractor's personnel are on the premises.
- 2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency instructions in order to protect the security of the building.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.

- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the state agency within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the state agency. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

2.6.4 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.

- a. By no later than fifteen (15) days after notification of award of the contract, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance information obtained from their State Highway Patrol for each person assigned to the building,
 - 2) A completed Authorization for Release of Information Form (Attachment #1), and Confidentiality Oath (Attachment #2) individually signed by the contractor and each person assigned to the building.
- b. For each new person assigned to provide services, the contractor must provide the state agency with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath prior to such person providing service in the building.
- c. The state agency shall have the right to deny access to the building to any of the contractor's personnel for any reason.

2.6.5 In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

2.7 Supplemental Service Requirements: The contractor shall perform any of the following Supplemental Services at the request of the state agency. Any such Supplemental Services requested shall be **in addition** to the services specified herein. The decision as to what constitutes a Supplemental Service and when a Supplemental Service is required shall rest solely with the state agency.

2.7.1 Additional Carpet Cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by the state agency.

2.7.2 Additional Hard Floor Cleaning – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by the state agency.

2.7.3 Deep Cleaning of Upholstered Furniture - The contractor shall perform deep cleaning services for any of the listed upholstered furniture as the necessity arises as determined and instructed by the state agency:

- a. Manager's Chair
- b. Side Chair (upholstered without arm upholstery)
- c. Sofa

2.7.4 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency.

2.7.5 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

2.8 Reporting Requirements:

2.8.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the state agency in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the “*task schedule notice*”.

2.8.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor’s personnel from performing the contractual service. The daily log shall remain at the building at a mutually agreed to location accessible to both the contractor and the state agency. The daily log shall become the property of the State of Missouri.

2.9 Payment and Invoicing Requirements:

2.9.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor’s original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted.

2.9.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the state agency at the address stated below. The contractor must include the number of square feet cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, contract number, the building location, and the dates of service on each monthly invoice.

Office of Administration
Division of Facilities Management, Design, & Construction
301 W. High St., Rm. 730
Jefferson City, MO 65101

2.9.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

2.9.4 If any of the Supplemental Services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of additional cleaning performed.

2.9.5 Other than the payments specified above, no other payments shall be made to the contractor for any reason whatsoever.

2.10 Contractual Compliance and Liquidated Damages:

2.10.1 Because the contractor was familiar with the building and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.10.2 Contract Monitoring - The state agency shall monitor the contract throughout the effective period of the contract to ensure contractual compliance. If there are reported concerns related to the contractor or contractor’s personnel performance of services, if the contractor’s performance does not meet the requirements stated herein or, if the contractor’s services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the contractor shall be considered in breach of contract and subject to the remedies available to the State of Missouri, including charging the contractor any of the liquidated damages described in the Liquidated Damages paragraphs below and/or contract cancellation (as described in the Cancellation of Contract provisions included in the attached Terms and Conditions). The contractor shall understand and agree that the state agency shall be the final judge as to what constitutes a substandard, deficient, incomplete service or other performance concern as stated herein. Any such determination by the state agency shall be final and without recourse.

2.10.3 Liquidated Damages - The contractor shall agree and understand that any assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances and shall not be construed as a penalty. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor’s invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

a. For each task required herein that is not performed by the contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and by observation of the state agency, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

- 1) Daily Requirement \$2.50 per task
- 2) Weekly Requirement \$7.50 per task
- 3) Monthly Requirement \$10.00 per task
- 4) Quarterly Requirement \$15.00 per task
- 5) Semi-Annual Requirement \$20.00 per task

b. Furthermore, the contractor must respond to any contact from the state agency regarding substandard, deficient, or incomplete service within twenty-four (24) hours following notification of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency shall be the final judge as to what shall be considered as a reasonable amount of time. In the event the contractor fails to respond to the state agency within twenty-four (24) hours or in the event the contractor fails to

correct the problem within a reasonable amount of time, the contractor shall pay liquidated damages to the state agency in accordance with one (1) of the following calculations:

- 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the total cost charged by such company to perform the service.
 - 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.
- c. For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay the state agency liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:
- 1) Security Clearance documentation
 - 2) Task Schedule Notice
 - 3) Daily Log
 - 4) Material Safety Data Sheets
 - 5) Response to any contact from the state agency regarding substandard, deficient, or incomplete service
- d. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.

2.10.4 If, as a result of contract monitoring, the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor by the state agency of the determination of high-risk and of any special conditions or restrictions to be imposed.

2.11 Other Contractual Requirements:

2.11.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly

and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.11.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.11.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.11.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.11.5 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the contract.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required per the contract to an organization designated by the state agency. Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits. If requested in writing by the state agency, the contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.11.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.11.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.11.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.11.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.11.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.11.11 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

2.11.12 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 On-line Bid - If a Premium registered bidder is responding electronically through the On-line Bidding/Vendor Registration System web site, in addition to completing the on-line pricing, the Premium registered bidder should submit completed Exhibits, forms, and other information concerning the bid **(including completed Pricing Pages, for renewal period pricing)** as an attachment to the electronic bid. Instructions on how to enter a Premium Registration and how to respond to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.
- a. The Exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a Premium registered bidder, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding/Vendor Registration System web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
 - b. In addition, a Premium registered bidder may submit the Exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
 - c. If a Premium registered bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.
- a. The bid should be page numbered.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.
- 3.1.3 Open Records - The bid shall be considered an open record after the bids are opened pursuant to Section RSMo 610.021. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be able for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system.
 - b. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the on-line or mailed bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.

3.1.5 Questions Regarding the IFB - The bidder and the bidder’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
- b. Bidders are advised that any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Except as stated below, the bidder and the bidder’s agents may not contact any other state employee regarding the IFB, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Bidders and their agents who have questions regarding this matter should contact the buyer.

3.2 Evaluation Process – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder:

3.2.1 Low Bid Determination:

- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:
 - 1) The cost evaluation shall be based on a total cost determined using the firm fixed prices stated on the Pricing Page times the cleanable square footage amount listed in the background section of the IFB and the quantities listed below for supplemental services:
 - Additional carpet cleaning of 5,000 sq. ft of carpet;
 - Additional stripping and refinishing of 5,000 sq. ft. of hard flooring;
 - Additional professional cleaning of upholstered furniture for 10 manager's chairs;
 - Additional professional cleaning of upholstered furniture for 10 side chairs;
 - Additional professional cleaning of upholstered furniture for 10 sofas;
 - One-time construction clean-up of 10,000 sq. ft.;
 - On-going construction clean-up of 10,000 sq. ft.; and
 - Additional Janitorial Personnel for 100 hours.

- 2) The evaluation of cost will include the original and any potential renewal periods.
- 3) Cost points shall be computed from the total cost using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

- 4) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services

manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.

- 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- 3) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should complete Exhibit A with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

c. Familiarity of Building – A bidder's familiarity with the building is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on the Pricing Page, the bidder

should document a thorough knowledge of the building based on either (1) the bidder's attendance at a tour, or (2) through other knowledge of the building gained from some other means.

- 1) The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting all bidders who attended the scheduled tour.
- 2) If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account or knowledge of the building for janitorial services purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the building.

3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performance of janitorial services similar to the services required herein, particularly provided in a similar sized building for a period of not less than twelve consecutive months, and/or (3) failure by the bidder to demonstrate familiarity with the physical layout and condition of the building, and/or (4) failure of the bidder to provide a reference(s).

3.3 Miscellaneous Information - The bidder should complete and submit Exhibit B, Miscellaneous Information.

3.4 Contract Award - The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

4.1 Janitorial Services - The bidder shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. With the exception of the Supplemental Services, all costs associated with providing Janitorial Services shall be included in the stated prices.

Item #	Description <i>C/S Code: 91039</i>	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
001	Janitorial Services	\$ _____ <i>per square foot, per month</i>	\$ _____ <i>per square foot, per month</i>	\$ _____ <i>per square foot, per month</i>

4.2 Supplemental Services: The bidder shall state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following Supplemental Services provided in accordance with the provisions and requirements specified herein. All cost associated with providing the Supplemental Services shall be included in the stated prices.

Item #	Description <i>C/S Code: 91039</i>	Original Contract Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>
For cleaning carpet in addition to that required herein:				
002	Deep clean carpet/water extraction	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>
For cleaning hard flooring in addition to that required herein:				
003	Strip and refinish hard flooring	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>
For deep cleaning of upholstered furniture in addition to that required herein:				
004	Manager's Chair	\$ _____ <i>per manager's chair</i>	\$ _____ <i>per manager's chair</i>	\$ _____ <i>per manager's chair</i>
005	Side Chair	\$ _____ <i>per side chair</i>	\$ _____ <i>per side chair</i>	\$ _____ <i>per side chair</i>
006	Sofa	\$ _____ <i>per sofa</i>	\$ _____ <i>per sofa</i>	\$ _____ <i>per sofa</i>
For Construction Clean-up Services:				
007	One time construction clean-up	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>
008	Ongoing construction clean-up	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>	\$ _____ <i>per square foot</i>
For Additional Per Hour Janitorial Services:				
009	Additional Janitorial Personnel	\$ _____ <i>per hour, per person</i>	\$ _____ <i>per hour, per person</i>	\$ _____ <i>per hour, per person</i>

EXHIBIT A

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder’s prior experience similar to the services required. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name:	
Reference Information (Prior Services Performed For:)	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Prior/Current Services:	
Dollar Value of Services	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: ____ Yes ____ No. If yes, indicate the square footage of carpeted area: _____

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company’s association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B

MISCELLANEOUS INFORMATION

Organizations for the Blind or Sheltered Workshop

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 5px;"></div>
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Outside United States

If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

A bidder who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder’s organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder’s organization:	_____ %

Familiarity of Building

The bidder must document a thorough knowledge of the building based on either (1) the bidder’s attendance at the scheduled tour, or (2) through other knowledge of the building gained from some other means.

_____	<p>I attended the scheduled tour.</p> <p>The bidder’s attendance at the tour shall be verified by the attendance record.</p>
_____	<p>I did <u>not</u> attend the scheduled tour.</p> <p>The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc., of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account of knowledge of the building for janitorial purposes.</p> <p>_____</p> <p>_____</p> <p>_____</p>

ATTACHMENT #1

OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT,
DESIGN & CONSTRUCTION

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction, may conduct and background investigation and/or before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT #2

STATE OF MISSOURI, OFFICE OF ADMINISTRATION

CONFIDENTIALITY OATH

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the

- proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
 - e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
 - f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
 - g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
 - h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
 - i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Premium registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Standard registered bidders or bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a Premium registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a Premium registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the Premium registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.